

# Master Contract

## For Certified Personnel



*Ratified for 11-12 by the Board of Education  
(September 20, 2011)*



**ARDMORE CITY SCHOOLS**  
SIMPLY THE BEST

*The Master Contract Document was Adopted  
by the Ardmore Board of Education  
March 13, 2003 and is reviewed annually*

## Table of Contents

<b>Section 1</b>	<b>General Contract Provisions</b>
Article I	Duration of Agreement
Article II	Procedural Agreement
Article III	Definitions
Article IV	Maintenance of Standards
Article V	Savings Clause
Article VI	Contract Reference/Contracts
Article VII	Worth and Dignity Clause
Article VIII	Personnel Policies
Article IX	Printing and Distribution of Agreement
Article X	Complete Negotiated Agreement
<b>Section II</b>	<b>Working Conditions</b>
Article I	Nondiscrimination
Article II	Employment Status Notification
Article III	Teacher's Documents/Record File
Article IV	Teacher work Year/Work Day
Article V	Teaching Assignments
Article VI	Transfer of Personnel
Article VII	Teaching Facilities
Article VIII	Non-Supervisory Time
Article IX	Staff Development
Article X	Keys
Article XI	Grading of Students
Article XII	Discipline
Article XIII	Transfer of Students
Article XIV	Homebound Teachers
Article XV	Computer Network Use
Article XVI	Board Meeting Highlights
<b>Section III</b>	<b>Evaluation</b>
Article I	General Provisions
Article II	Responsibility for Evaluation
Article III	Frequency of Evaluation
Article IV	Evaluation Criteria
Article V	Process of Evaluation
Article VI	Admonishment
<b>Section IV</b>	<b>Reduction in Force (RIF)</b>
Article I	Rationale
Article II	Reduction in Programs
Article III	Reduction in Teachers
Article IV	Notification/Hearing Procedure
Article V	Recall

## Table of Contents Continued

<b>Section V</b>	<b>Compensation</b>
Article I	Compensation Schedule
Article II	Compensation for Covering Classes
Article III	Second-Contract Compensation
Article IV	Pay Date
Article V	Mileage Reimbursement
Article VI	Passes for School Events
Article VII	Additional Compensation
Article VIII	Masters' Degree Program Incentive
Article IX	Enrollment Incentive
Article X	Leadership Ardmore
Article XI	Classroom Incentive
Article XII	Group Life Insurance

<b>Section VI</b>	<b>Leave</b>
Article I	Sick Leave
Article II	Reimbursement of Sick Leave as Per Negotiated Agreement
Article III	Use of Sick Leave
Article IV	Personal Business Leave
Article V	Professional Leave
Article VI	Sick Leave Bank
Article VII	Shared Sick Leave
Article VIII	Leave of Absence (Sabbatical Leave)
Article IX	Legal Leave
Article X	Military Leave/Veterans Day
Article XI	Emergency Leave
Article XII	Bereavement Leave
Article XIII	Association Leave
Article XIV	Notification of Absence

<b>Section VII</b>	<b>Grievance Procedure</b>
Article I	Definitions
Article II	Purpose
Article III	Right to Representation
Article IV	Individual Rights
Article V	Procedure
Article VI	General Provisions
Article VII	Cooperation of Board and Administration
Article VIII	Released Time

## Table of Contents Continued

<b>Section VIII</b>	<b>Association Rights</b>
Article I	Availability of Information
Article II	Transaction of Business
Article III	Exclusive Rights
Article IV	Meeting, Notices and Use of School Mail
Article V	Teacher Selection to Staff Development Committee
Article VI	Selection of Mentor Teachers

## Appendices

❖ A	Procedural Agreement
❖ B	Teacher Work Day Form
❖ C-1	Pre-Observation Form
❖ C-2	Evaluation Forms
❖ C-3	Plan for Improvement Form
❖ D-1	Salary Scale – Bachelors Degree
❖ D-2	Salary Scale – Masters Degree
❖ D-3	Salary Scale – Doctoral Degree
❖ D-4	Explanation of Health Insurance Costs & Benefits
❖ D-5	Second Contract Schedule
❖ E-1	Leave Request Form
❖ E-2	Sick Leave Bank/Sharing Form
❖ F	Grievance Form
❖ G	Standards of Performance & Conduct for Teachers

*Originals for each of the above-referenced forms can be obtained from the Office of the Superintendent or the Personnel Office.*

## Section I: General Contract Provisions

### Article I - Duration of Agreement

- 1.1 Upon ratification by the Board and by the Association, this Agreement shall become effective. This Agreement shall be effective for a period of one (1) fiscal year and shall be renewed automatically (other than items that affect the finances of the district), without modification, unless mutually agreed upon by the Association and the Board.

### Article II - Procedural Agreement

- 2.1 The Procedural Agreement for Negotiations between the Ardmore Board of Education and the Ardmore Education Association, agreed upon and effective November 1, 2002, shall be attached to this Agreement for information purposes only. **(Appendix A)**

### Article III - Definitions

- 3.1 The following definitions shall apply throughout this Agreement:

**ACS**

Ardmore City Schools

**Administrator**

Any person who devotes a majority of his/her time to service as a superintendent, director, principal, supervisor, vice-principal or in any other administrative or supervisory capacity in the school district

**AEA**

Ardmore Education Association

**Agreement**

This contract duly negotiated in accordance with the procedural agreement and ratified and signed by the Board and the Association

**Association**

The Ardmore Education Association

**Association President**

The elected president(s) of the Ardmore Education Association

**Board**

The elected and/or appointed policy-making body governing the District

**Board Policy**

A course of action adopted by the Board

**Career Teacher**

Means a duly certified teacher who has completed three (3) or more consecutive complete years of teaching in the Ardmore Independent School District No. 19, Carter County, Oklahoma, under a written teaching contract, as provided by law

**District**

The Ardmore Independent School District No. 19 (*Ardmore City Schools*) of Carter County, Oklahoma

**Formal Observation**

An observation of at least thirty (30) consecutive minutes

**Immediate family**

The spouse, father, mother, child, grandchild, brother, sister, mother-in-law, father- in-law, daughter- in-law, son-in-law, brother-in-law, sister-in-law or grandparents of teacher and spouse

**Immediate Supervisor**

The Principal or other Administrator to whom teachers are directly responsible

**Licensed Teacher**

An entry year teacher not holding a standard certificate

**Probationary Teacher**

Means a duly certified or licensed teacher who has completed less than three (3) consecutive complete school years of teaching service in the Ardmore Independent School District No. 19 Carter County, Oklahoma, under a written teaching contract, as provided by law

**School**

Any work location at which teachers perform their job functions

**Seniority**

The length of continuous full-year contracted certified employment in the District. The beginning date will be the first official day of school.

**Superintendent**

The chief Administrative officer of the District

**Teacher**

All certified or licensed personnel currently employed by Ardmore City Schools, or employed by Ardmore City Schools during the duration of this Agreement, excluding only administrative or supervisory personnel

**Article IV - Maintenance of Standards**

- 4.1 All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

## **Article V - Savings Clause**

- 5.1 Should any part of this agreement be affected or declared illegal by statute, or a court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent it is affected or violates the law. The remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted part. Negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

## **Article VI - Contract Reference/Contracts**

- 6.1 This Agreement and Appendices shall be incorporated by reference into each teacher's individual teaching contract with the same force and effect as though fully set forth therein.
- 6.2 Oklahoma statutes are incorporated by reference into this Agreement.
- 6.3 If a teacher is on District-approved leave or if the District has an emergency situation, the District may use a "duration of need" contract for his/her replacement. At the time a teacher is offered a position under a "duration of need" contract, the District shall give the teacher written notice of the kind of contract he/she is receiving.

## **Article VII - Worth and Dignity Clause**

- 7.1 The worth, dignity and rights of the individual will be paramount in all administrator-teacher relationships.

## **Article VIII - Personnel Policies**

- 8.1 The Board, in exercising its legal right and obligation to operate the District through the adoption of policy, shall not adopt a policy that is in conflict with this Agreement.
- 8.2 The District shall provide the Association with copies of proposed personnel policies prior to adoption. This provision can be fulfilled through the Board packet provided to the AEA president(s).

## **Article IX - Printing and Distribution of Agreement**

- 9.1 Within thirty (30) days after this Agreement has been ratified or otherwise finalized, the Board and the Association shall cause to be printed and distributed a complete copy of this Agreement to every teacher governed by its provisions, whether currently employed or employed during the term of this Agreement.
- 9.2 Representatives of the Board and of the Association shall proofread the Agreement prior to its printing.
- 9.3 The Association shall receive ten (10) copies for its use.

## **Article X - Complete Negotiated Agreement**

- 10.1 All agreements contained herein represent the full and complete text as agreed upon by and between ACS and AEA. All other agreements reached between the parties prior to the date of ratification of this negotiated agreement are null and void.

## Section II: Working Conditions

### Article I - Nondiscrimination

- 1.1 In compliance with Title IX Non-Discrimination Statement and state regulations, the Ardmore City Schools will not discriminate against teachers on the basis of race, religion, color, national origin, sex, qualified handicap, veteran status, age, or membership in the Ardmore Education Association, the Oklahoma Education Association, or the National Education Association.

### Article II - Employment Status Notification

- 2.1 It shall be the policy of the Ardmore Board of Education that recommendations for renewal or nonrenewal of teachers' contracts shall be made by the principal to the superintendent. The superintendent shall make recommendations to the board prior to the first Monday in June each year. Principals may be requested to attend when such recommendations are to be considered by the board. 70 O.S. §6-101
- 2.2 It is the policy of the Ardmore Board of Education to deny a request for release from an employment contract of a certified employee unless there exists a verifiable, bona fide emergency. After positions have been accepted for a school year by the certified staff, the letter of resignation then becomes a request for the Board of Education to release the teacher from their contract. After the statutory date (15 days after the first Monday in June), the Superintendent will recommend release of a teacher only if a suitable replacement can be found.
- 2.3 Contracts will be signed no later than November 1 of each contract year. This date is dependent on completion of a ratified contract by September 1.

### Article III - Teacher's Documents/Record File

- 3.1 Employment documents/records for teachers shall be placed in one (1) of two (2) files: (a.) Certified File or (b.) Evaluation File.
- 3.2 Each teacher must be properly certified to meet state and federal guidelines, with Teaching Certificates, Transcripts and other required data sheets on file in the Personnel Director's Office before any salary can be paid. Such material shall be placed in the teacher's Certified File.
- 3.3 Hearsay material will not be placed in the teacher's Evaluation File. The teacher will be notified and provided a copy when any additional material is placed in the file and the teacher shall be given the opportunity to attach a response. The teacher will be furnished, upon request, a copy of any material in the file.
- 3.4 Any material in an Evaluation File over four (4) years of age may be removed from the file by mutual agreement of the teacher and the Superintendent/ designee.

- 3.5 The Evaluation File is accessible to the teacher, to the Board of Education, to the evaluator, to the appropriate administrative staff, to the administrative staff of a school district to which the teacher applies for employment, in answer to a subpoena by a court of competent jurisdiction and to only those others designated by the teacher.
- 3.6 The District will keep a log in the front of each Evaluation File. Such log shall indicate the person(s) who examines the Evaluation File as well as the dates such examinations were made. Such log will be available for examination by the teacher or the teacher's designated or authorized representative.
- 3.7 Breach of confidentiality of protected material by any party privy to the information in any Evaluation File is prohibited.

#### **Article IV - Teacher Work Year/Work Day**

- 4.1 The school year shall consist of not less than one thousand eighty (1,080) hours of classroom instruction. Not more than thirty (30) of these hours shall be used for professional meetings. In addition, parent-teacher conferences may be held during the school day and counted as classroom instruction for no more than six (6) hours per semester, for a total of twelve (12) hours per school year. 70 O.S. §1-109

Teachers are professional employees and as such are not bound by the Fair Labor Standards Act hourly pay requirements. As a result teachers will be expected to work the number of hours and days necessary to accomplish the educational goals of the Ardmore School District. The 2011-2012 school year shall commence on the 31<sup>st</sup> day of August 2011 and is expected to conclude on the 25<sup>th</sup> day of May, 2012. Teachers will be compensated as per the district's salary schedule based upon the degrees held and years of experience.

The work year for all teachers shall be one hundred eighty-one (181) days which shall include:

##### 4.1.1

Not to exceed one hundred seventy-five (175) days of instruction, which includes parent-teacher conference days. The parent-teacher conference day may be scheduled over a two-day period.

##### 4.1.2

At least one (1) professional day will be scheduled prior to the first day of instruction.

##### 4.1.3

One (1) professional day will be scheduled and designated as the Ardmore City Schools and Ardmore Education Association Professional Day. AEA will appoint two (2) teachers to work with the Ardmore Staff Development Committee in planning the day. The Association will notify the superintendent of the names of the two representatives by September 1.

##### 4.1.4

One (1) professional day will be scheduled for the first Friday in March in conjunction with the Oklahoma Education Association Zone SW D Professional Day for ACS teachers to attend. Ardmore will not provide separate sessions or workshops. The AEA will provide documentation of attendance to include a list of teachers who attended and those teachers who were late or left early. This documentation will be given to the Assistant Superintendent for Personnel within three business days following the professional day. Teachers may attend equivalent training approved by the Superintendent or designee on that day.

##### 4.1.5

The one hundred eighty-first day (181st) will be a workday and may be worked before the beginning of school or after the last day of classes at the teacher's discretion so long as the day is registered with the building principal when it is taken before the first day of class. *Such day shall be taken during the two (2) weeks prior to the beginning of school or during the week following the last day of classes. (Appendix B: Teacher Work Day Form)*

4.1.6

Fall Break shall coincide with the Oklahoma Education Association State Convention (*Annually on the 3<sup>rd</sup> Thursday in October*).

4.2 A teacher's workday shall consist of eight (8) hours including lunch and planning time.

4.2.1

A non-instructional day shall consist of six (6) hours (parent/teacher conference days, professional days & the 181<sup>st</sup> teacher work day).

4.3 Meetings and/or conferences required by the administration may extend beyond the teacher workday. At the beginning of the school year, each building administrator, with input from the teachers, will establish a single weekday on which meetings can be held. Except in unusual circumstances, such meeting will not be called on Fridays, on any afternoon immediately preceding any holiday or other day upon which teacher attendance is not required at school. No more than one meeting per week will be held except in the case of unusual circumstances.

4.4 A tentative agenda for meetings will be given to the teachers involved prior to the meeting. Teachers may suggest addenda to the agenda.

4.5 Equalization of Duties

4.5.1

Duties assigned over and above the teacher's classroom schedule shall be equalized among teachers at each building site, taking into account the teaching assignment.

4.5.2

When teachers are assigned to more than one school, the principals of the schools involved shall coordinate their scheduling to preclude the assignment of such teachers to more duties than would normally be scheduled for teachers who are assigned to only one school.

4.5.3

A written plan shall be in place at each site to ensure covering of classes if adequate substitutes are not available.

4.6 Duty Free Lunch Period

4.6.1

Every effort will be made to provide every teacher with not less than (35) consecutive minutes of duty-free lunch daily.

#### 4.6.2

Teachers shall not be assigned cafeteria or lunch recess duties during duty-free lunch times.

#### 4.6.3

It is recognized that at times situations may arise during the school day that require a teacher to be absent from his/her class. Therefore, teachers may be requested to forego scheduled planning/conference and/or lunch time to assist with such supervision. An accurate record of all classes supervised shall be kept at each site. **(See Section V, Article 2)**

### 4.7 Planning Time

#### 4.7.1

Teachers shall be scheduled daily planning time within the student day. This time shall not be concurrent with the teacher's lunch period and shall be free of other regularly assigned duties. Early childhood teachers will be given planning time during the work day as defined in Article IV, Section 4.2.

#### 4.7.2

Elementary teachers shall be provided not less than forty-five (45) minutes for planning time.

#### 4.7.3

Middle school and high school teachers shall have one class period per day for planning time.

#### 4.7.4

If, upon request, a teacher chooses to "sell back" his/her planning time in order to teach an additional class, he/she will be compensated on a pro-rata basis.

## **Article V - Teaching Assignments**

5.1 Each teacher will be notified of the ensuing school year's tentative teaching assignments no later than the last teaching day of the current school year.

5.2 If, during the summer, a situation arises that necessitates a change in teaching assignment(s), the teacher (*if available*) will be:

#### 5.2.1

Consulted within ten (10) working days of the initial decision of assignment alteration;

#### 5.2.2

Given the opportunity to discuss the proposed reassignment with the building principal and/or the superintendent/designee. The teacher and the principal also will review curricular objectives, test data (most current), site goals (most current), and the teacher will be given the teachers' edition of the principle textbook(s).

5.3 Any teacher affected by a change in assignment will have the option to write a statement which shall be placed in the teacher's evaluation file.

## Article VI - Transfer of Personnel

6.1 The movement of a teacher to a different assignment, grade level, subject area or building shall be considered a transfer. Principals have the discretion to reassign teachers within the building after consultation with the teacher and the superintendent/designee. Both unfilled positions and newly-created positions will be considered vacancies.

6.2 Teachers will not be transferred to another position or school site without consultation.

6.3 Voluntary Transfers

### 6.3.1

The superintendent/designee will provide to the Association, and cause to be posted in all buildings, a list (*containing the date of posting*) of vacancies and newly created positions which occur during the year and for the following school year upon knowledge of such vacancies. A listing of said vacancies will be posted for not less than three school days prior to their being filled. During the three weeks prior to the beginning of school, vacancies may be filled after being posted for 24 hours.

### 6.3.2

Vacancies will be posted in the following manner:

- During the school year, the vacancies will be posted at the Education Services Center and the building sites;
- Will be listed on the district web site ([www.ardmoreschools.org](http://www.ardmoreschools.org)) and the district's public access channel (Channel 17).

### 6.3.3

The vacancy list will include:

- a. Position title and job description;
- b. Building location;
- c. Status, e.g. permanent, temporary, part time or itinerant;
- d. Qualifications desired;
- e. Person to contact for further information;
- f. Date applications due; and
- g. Date position expected to be filled.

### 6.3.4

Teachers who desire transfer may file a Job Placement Sheet with the Superintendent/designee indicating his/her preference of assignment(s) or application for a specific vacancy. This request will remain active for one year.

### 6.3.5

Every reasonable effort will be made to fill vacancies by voluntary transfers prior to the employment of any teacher new to the District. If more than one teacher has applied for the same position, the selection of which teacher will receive it will be made on the basis of the job transfer matrix (***See Article 6.5, this section***).

### 6.3.6

If a teacher's request for transfer has been denied, the teacher will be notified prior to public notification.

6.3.7

Any teacher who transfers to an administrative or supervisory position and who later returns to his/her former status will be entitled to retain such rights as may have been accrued under this agreement prior to such transfer.

6.4 Involuntary Transfers

6.4.1

An involuntary transfer or reassignment should be made with as little disruption as possible of the instructional program. If the involuntary transfer or reassignment is necessary, the selection will be made on the basis of the job transfer matrix (***See Article 6.5, this section***).

6.4.2

No position will be filled by means of involuntary transfer until the provisions of *ARTICLE 6.3, VOLUNTARY TRANSFERS*, of this Agreement have been exhausted.

6.4.3

An involuntary transfer will be made only after a meeting between the teacher involved, the Association representative (*if requested by the teacher*), and the Superintendent/designee.

6.4.4

Written notice of recommended involuntary transfer will be given to the teacher as soon as possible prior to the transfer.

6.4.5

A list of open positions in the district will be made available to all teachers being involuntarily transferred. Such teachers may request the position in order of preference.

6.4.6

The District will assist the teacher in moving any materials and supplies.

6.4.7

Teachers have the right to include a letter concerning their new placement in their personnel file.

6.5 Job Transfer Matrix

6.5.1

The selection of the individual to be transferred shall be made according to the following criteria in the following order:

- a. Qualifications/Certification;
- b. Least disruptive to students;
- c. Least disruptive to staff;
- d. Timeliness; and
- e. Seniority.

6.6 Administrative Reassignment

If after careful review, it is in the best interest of the students or the school district, the superintendent may exercise the right to reassign a teacher to a different position or site.

#### 6.6.1

If an administrative reassignment is necessary, a conference will be held with the teacher and an AEA officer if the teacher requests, prior to the reassignment.

#### 6.6.2

The teacher may place a letter concerning their new placement in their personnel file.

#### 6.6.3

The district will assist the teacher in moving any materials or supplies.

### **Article VII - Teaching Facilities**

- 7.1 The District agrees to maintain health and safety conditions at each school site in compliance with applicable statutes and/or regulations. Teachers will not be required to work under unhealthy or unsafe conditions as determined by the standards of the Oklahoma Department of Labor.
- 7.2 Teachers will report any health and safety concerns immediately to their building principal(s). Teachers will keep their classrooms and work areas in an orderly, clean condition.
- 7.3 The District will provide adequate teaching facilities, including, but not limited to, clean and sanitary restrooms and teacher work/lounge areas at each school site. Teachers will have access to a private telephone. *(This may be in the principal's office, counselor's office or the teacher workroom.)*
- 7.4 Persons desiring to visit a classroom must request such visit from the building administrator. The administrator will consult with the teacher prior to allowing any visitors.

### **Article VIII - Non Supervisory Time**

- 8.1 Teachers may leave the building site when not directly supervising students. The teacher will notify principal/designee when leaving. The principal may deny this accommodation in cases of emergency or excessive use of this privilege.

### **Article IX - Staff Development**

- 9.1 Each professional development committee shall include classroom teachers, administrators and parents, guardians or custodians of children in the school district and shall consult with a higher education faculty. A majority of the members of the professional development committee shall be composed of classroom teachers. The teacher members shall be selected by a designated administrator of the school district from a list of names submitted by the teachers in the school district. The members selected shall be subject to the approval of a majority vote of the teachers in the district. At a minimum, once every four (4) years the committee shall include at least one school counselor in its membership. (Per HB 1457)
- 9.2 The Association shall submit three (3) names from each school site for consideration. The Superintendent/designee shall recommend to the Board one person *(from the list provided)* for each site to serve on the Staff Development Committee.
- 9.3 The Staff Development Committee members shall serve a three (3) year term.
- 9.4 The Staff Development Chairperson will notify the Association and the Superintendent/designee within two (2) days when a vacancy occurs. The Association will have five (5) days to submit three (3) names to the

Superintendent/designee.

#### **Article X - Keys**

- 10.1 All teachers will be supplied with keys to their assigned building classroom(s), workrooms or any other area to which they require access in order to fulfill their responsibilities. All teachers will check in their keys at teacher check out. Employees will not loan keys to non-school individuals or groups.

#### **Article XI - Grading of Students**

- 11.1 Only the teacher responsible for determining and recording the grade for any student may revise that grade, unless such change is for excessive absences.
- 11.2 The teacher has the right to decline an administrative request to alter any student's grade previously determined and recorded without fear of reprisal.
- 11.3 If, after a teacher leaves the District and an administrator discovers an error in the recorded grade, he/she may change the grade, annotating the grade record with his/her initials.

#### **Article XII - Discipline**

- 12.1 On the first day of each work year, each teacher will be provided with up-dated copies of the Board's policies, guidelines and regulations concerning student behavior and discipline, including all the duties, responsibilities and relationships of all personnel regarding the enforcement of the same. This information may be included in the teacher policy book or handbook.
- 12.2 A pupil will be removed from the classroom to a designated authority when, in the judgment of the teacher, the student is interfering with the teaching or learning process for the majority of the class. At the time of removal, the teacher may stipulate that the pupil not be returned to that classroom until a conference is held between the teacher and one or more of the following: the principal, the counselor or the parent.

#### **Article XIII - Transfer of Students**

- 13.1 No transfer of any pupil will be made from one teacher to another unless recommended by the principal/designee.
- 13.2 Students will not be transferred within a grading period without consultation with the teachers concerned.

#### **Article XIV - Homebound Teachers**

- 14.1 All teachers will be eligible for voluntary homebound teaching assignments.
- 14.2 Preference may be given to teachers currently teaching academic subjects in which the homebound student is enrolled.
- 14.3 All homebound teaching assignments will be conducted after the teacher's regular work day has concluded.
- 14.4 Homebound teachers will be reimbursed according to State Department policy for hours taught and for mileage as per this Negotiated Agreement (***See Compensation, Article V***).

**Article XV - Computer Network Use**

15.1 Teachers are authorized to deny, revoke or suspend student user access to school computers in their classrooms in order to ensure proper usage of school networks.

**Article XVI - Board Meeting Highlights**

16.1 The District will publish an issue of Board Highlights for all meetings (*including Special and Emergency meetings*) of the Board. A copy will be posted at each school site during the school year and will also be posted on the district's website within 3 business days following the conclusion of the meeting.

## Section III: Evaluation

### Article I - General Provisions

- 1.1 In Ardmore City Schools, evaluation is defined as a mutual endeavor among all teachers, all administrators and the Board to improve the quality of the educational program. The primary purpose of teacher evaluation will be for the improvement of instruction. The school district and the teacher jointly accept the responsibility for such improvement.
- 1.2. Teacher evaluation will be a positive, developmental and continuous process consistent with the provisions set forth herein and will measure the performance of each teacher according to the established criteria of each teacher position.
- 1.3 All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. Each evaluation will be based upon the evaluator's actual observation of the person being evaluated while performing the job function. The use of eavesdropping, public address, audio or video systems or similar surveillance devices for monitoring or observing the work performance of a teacher will be strictly prohibited. A teacher and an administrator may mutually agree to videotape teacher performance for use by the teacher and/or administrator. If maintained, the tape becomes the property of the teacher.
- 1.4 A teacher will have the right to representation during the post-evaluation conference if the teacher has received an evaluation which will lead to a plan for improvement. The principal will notify the teacher that they may wish to have an association representative present in the post-evaluation conference. The principal may also have an administrative representative present during the conference.
  - 1.4.1 If there are two administrators present, an AEA representative may be present, if requested by the teacher, during any scheduled meeting between the teacher and the administrator.

### Article II - Responsibility for Evaluation

- 2.1 To ensure valid and reliable evaluation throughout the District, the employer will comply with all State Department of Education rules and regulations with regard to evaluations. All evaluators will be duly certified administrators.
- 2.2 For the purposes of the Agreement, it is understood and agreed upon that the evaluator will be the site administrator(s) or the designee of the Superintendent. Within each site, the assigned site administrator(s) shall be responsible for the evaluation of each teacher assigned solely to that site.
- 2.3 Any teacher assigned to more than one (1) school site will be evaluated by the administrator(s) at each site.
- 2.4 The Superintendent/designee or site administrator(s) will be responsible for discussing the teacher evaluation procedures with and providing a copy of such procedures to each teacher within twenty (20) working days of the start of the school year. Such discussion may be implemented during the in-service days

which precede each school year. Giving each teacher a copy of the Negotiated Agreement shall fulfill the obligation of providing a copy.

- 2.5 No teacher will evaluate, or participate in any way, in the evaluation process of any other teacher. *(This section does not prevent a mentor teacher or department chair from fulfilling his/her obligations in the mentoring process.)*

2.5.1

A teacher will be allowed to serve on the Intensive Assistance Program **(See Article 5.5 of this section)** without violating this section as long as he/she is working in an assistance mode and not evaluating the other teacher.

**Article III - Frequency of Evaluation**

- 3.1 Every teacher in the first three (3) consecutive school years in the district will be evaluated at least twice annually, once prior to November 15<sup>th</sup>, and again prior to February 10<sup>th</sup>.
- 3.2 Teachers with more than three (3) consecutive school years of employment in the district will be evaluated at least once annually prior to February 10<sup>th</sup>.

**Article IV - Evaluation Criteria**

- 4.1 The performance of all teachers will be evaluated based upon the Minimum Criteria for Effective Teaching Performance. *(A copy is available in the office of the Superintendent/designee.)*
- 4.2 Any complaint made against a teacher by a parent, student or other person which does or may influence, in any manner, the evaluation of the teacher will be promptly called to the attention of the teacher. The teacher must have the opportunity to meet with the complainant and answer or rebut such complaint. If a record of the complaint is made for inclusion in the teacher's personnel file, the teacher will have the opportunity to make a written response which will be attached to the complaint.
- 4.3 Teachers will not be disciplined, reprimanded, suspended, demoted, terminated, adversely evaluated or otherwise deprived of any professional advantage without cause.
- 4.4 Any teacher assigned to more than one academic area will be evaluated at least in the primary work assignment and/or major field of certification.
- 4.5 Evaluation of performance will not be predicated upon non-school related personal activities.
- 4.6 Any disciplinary action, termination or non-renewal of a teacher will be subject to applicable Oklahoma Statutes.

**Article V - Process of Evaluation**

- 5.1 The process of evaluation will include observations of the work day of the teacher by the evaluator.
- 5.2 Formal observation procedures

5.2.1

At least one (1) minimum thirty (30)-minute formal observation will be required.

#### 5.2.2

There will be a pre-observation conference at least one (1), but not more than ten (10), days prior to this observation. The conference will be held between the evaluator and the teacher to document in writing the specific objectives, methods and materials planned to be observed, with each party retaining a copy. **(Appendix C-1: Pre-observation Conference Form).**

### 5.3 Evaluation Conference

#### 5.3.1

A Teacher Evaluation Form will be prepared by the evaluator following the completion of the process described herein and in accordance with the time lines prescribed herein. **(Appendix C-2: Teacher Evaluation Form(s)).**

#### 5.3.2

An evaluation conference will be held within ten (10) working days of the scheduled observation unless postponed by mutual agreement. At such conference the evaluator will discuss the ratings and rationale for same with the teacher.

#### 5.3.3

If the teacher has questions or concerns that are not addressed at the evaluation conference, the teacher may request a follow-up conference.

#### 5.3.4

At the evaluation conference, a true copy of the evaluation report, with the evaluator's signature thereon, will be presented to the teacher. Receipt of such evaluation will be acknowledged by the teacher placing his/her signature thereon.

#### 5.3.5

Within ten (10) working days of the evaluation conference and receipt of the Teacher Evaluation Form, the teacher may make a written response to the evaluation, and said response will be made a part of the evaluation form.

#### 5.3.6

One (1) copy of the finalized Teacher Evaluation Form, signed by the evaluator and the teacher, will be retained by the teacher, one (1) copy retained by the evaluator and one (1) copy will be retained for the employer for placement in the teacher's Evaluation File. Any and all other copies of the Teacher Evaluation Form will be destroyed.

### 5.4 Plan of improvement

#### 5.4.1

A plan for improvement is required for each item rated as Unsatisfactory. For any item marked Needs Improvement, a specific plan of improvement may be implemented at the discretion of the evaluator. If a plan for improvement is recommended by the evaluator, a plan will be developed on the appropriate form by the evaluator, with input from the teacher, within ten (10) working days. The plan will include a

statement indicating how the district will assist with the improvement efforts. (**Appendix C-3: Plan for Improvement Form**).

#### 5.4.2

The teacher's plan for improvement will be attached to the original evaluation report and placed in the teacher's personnel file. The teacher may make a written response within ten (10) working days to the plan for improvement and said response will be attached to the plan of improvement.

#### 5.4.3

If additional formal observations are deemed necessary during a Plan of Improvement, an evaluation conference will be scheduled in accordance with Article 5.2.

#### 5.4.4

At the end of the time allotted for the plan of improvement, the evaluator will hold an evaluation conference in accordance with Article 5.3 of this section.

### 5.5 The Intensive Assistance Program

#### 5.5.1

If a teacher wishes assistance from a committee of peers in correcting deficiencies on an evaluation that might lead to a non-reemployment or dismissal, the teacher has the right to request a review by such a committee. This committee shall be composed of classroom teachers, with a membership of not less than three nor more than five teachers with career status who have been designated by the AEA President and the Superintendent/designee to review this particular case.

#### 5.5.2

The review committee shall have the responsibility of reviewing the evaluation (*with the permission of the teacher*) and consulting with the evaluated teacher, the evaluator(s) and other administrative staff members to assist the teacher in correcting the deficiencies that might be cause for a potential dismissal or non-reemployment.

#### 5.5.3

Nothing in this procedure shall be construed as a review of the person conducting either the evaluation or the evaluation process, but shall be utilized only as a means of assisting the teacher to improve performance.

#### 5.5.4

This procedure shall not alter the time limits of providing a reasonable time, not to exceed two months, for improvement as outlined above and shall not alter the requirements as mandated in state statutes.

## **Article VI - Admonishment**

- 6.1 At any time the Principal of the school or the Superintendent through the Principal believes that it is necessary to admonish a teacher for a reason he or she believes may lead to the dismissal or non-reemployment of the teacher, the Principal shall bring the matter to the attention of the teacher, in writing, with a copy to the Superintendent or his/her designee; and the principal shall make reasonable effort to assist the teacher to correct whatever appears to be the cause for potential dismissal or non-reemployment and allow a reasonable time, not to exceed two months, for improvement.

## Section IV: Reduction in Force (RIF)

### **Article I - Rationale**

- 1.1 If, upon recommendation by the administration, it becomes necessary to reduce teachers due to declining student enrollment, declining District revenue, elimination or reduction of programs or for other just reasons, the Board of Education may exercise its duty and power to reduce the number of staff positions. When the Superintendent determines that reduction of teachers may become necessary, written notification of his/her recommendation shall be given to the AEA President.
- 1.2 Prior to the Board's commencing action to non-renew a teacher under this procedure, the Superintendent/designee shall explore the following options:
  - a. Voluntary retirement/Early retirement incentives;
  - b. Voluntary resignation;
  - c. Transfer of existing teachers;
  - d. Reduction in programs; and
  - e. Job sharing.

### **Article II - Reduction in Programs**

- 2.1 All programs considered for reduction will be evaluated by the Superintendent/ designee on the basis of the following criteria. Results of the evaluation shall be used to determine which programs will be recommended to be reduced or eliminated.
  - a. Each program will be evaluated to determine if the subject content is required or mandated by the State Department of Education.
  - b. Each program will be evaluated to determine if the enrollment is sufficient to maintain such a program.
  - c. Each program will be evaluated to determine the cost of the program.
  - d. Each program will be evaluated to determine if it is required for the college bound curriculum.
  - e. Each program will be evaluated to determine whether such a program is over staffed in relation to the number of students enrolled.

### **Article III - Reduction in Teachers**

- 3.1 In the event the reduction in force of certified teachers cannot be accomplished through other means, the procedure for reduction in force is as follows:

#### 3.1.1

Teachers with "duration of need" contracts will be reduced first.

#### 3.1.2

Intern or licensed teachers will be reduced next.

### 3.1.3

Probationary teachers will be terminated before a career teacher is terminated, unless a career teacher is not certified to teach in the position for which the probationary teacher is retained. If there is more than one probationary teacher in a position being reduced, the probationary teacher will be dismissed according to the least number of continuous years in the District and areas of certification where required within the areas of assigned duties and degrees attained.

### 3.1.4

Career teachers holding eliminated positions will be placed in another position for which they are qualified to teach at the time of termination provided those positions are occupied by intern (licensed), probationary or career teachers with less continuous service in the District. These interns (licensed), probationary or career teachers with less continuous service in the District will then be released. A career teacher qualified to teach in a position held by an intern (licensed), probationary or career teacher with less continuous service in the District, but who does not have the necessary certification where required, must apply for the necessary certification through the Personnel Office of the District to the State Department of Education within fifteen (15) days after informed that the career teacher will be reduced. If the career teacher does not make application within the fifteen (15) days, it will be deemed that said career teacher has refused the offer of continued employment with the District and will be terminated.

### 3.1.5

If a teaching position which is occupied by a career teacher is eliminated pursuant to this RIF article, and the career teacher is certified for another teaching position occupied by a probationary teacher or teachers, reasonable accommodations must be made to give priority for contract renewal to qualified career teachers over probationary teachers.

### 3.1.6

If there is more than one career teacher qualified to teach in the position being reduced, the following criteria, in this order, will be used to determine which of the teachers will be retained:

#### 3.1.6a

Certification is required in the teaching position which is open: A career teacher with a standard certificate will be retained over a teacher with a provisional certificate. A teacher with a provisional certificate will be retained over a teacher with a temporary certificate.

#### 3.1.6b

Seniority will be counted by the amount of continuous full-year contracted certified employment in the District. The beginning date will be the first official day of school or the first day of employment thereafter. A teacher who taught in the District, resigned or was terminated, and then returned to the District, will count only the number of years of service since returning to the District.

#### 3.1.6c

If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:

##### 3.1.6c1

Other teaching experience either inside or outside the District. If teaching experience inside the District and outside the District is equal, the teacher with the most experience inside the District will have priority.

3.1.6c2

A Doctors Degree will be considered above a Masters Degree plus thirty-four (34) hours. A Masters Degree plus thirty-four (34) hours will be considered above a Masters Degree. A Masters Degree will be considered above a Bachelors Degree.

3.1.6c3

If all of the above are equal, retention will be decided by casting lots.

**Article IV - Notification/Hearing Procedure**

- 4.1 A written recommendation of personnel to be considered for non-reemployment will be submitted to the Board of Education by the Superintendent. The recommendation for the non-reemployment of a teacher will be approved or rejected upon by a majority vote of the Board Members.
- 4.2 The Board shall receive the recommendation, set a hearing date and direct the Superintendent to notify any affected teacher of his/her right to a hearing.

**Article V - Recall**

- 5.1 In the event it becomes necessary to employ additional certified teachers within an eighteen (18) month period after reduction in force, recall will be in reverse order of reduction. Recall rights will be for a period of eighteen (18) months beginning with the date of termination.
- 5.2 When vacancies for certified positions occur, teachers who were terminated by the reduction in force will be notified by certified mail of their recall to positions for which they are certified. Outside personnel will not be hired for a position until all qualified personnel involved in the reduction in force have been recalled.
- 5.3 Failure to respond to the notice within ten (10) days of its receipt will constitute rejection of the opportunity to return to the employment of the Ardmore City Schools. The ten (10) day period will begin on the date the receipt of notice is signed by the teacher or someone designated by the teacher to act in the teacher's behalf. Failure of the teacher to provide for receipt of the notice will constitute removal of the teacher from the notification list and the teacher will lose notification rights. Rejection of the opportunity to return to the Ardmore City Schools will terminate recall privilege. It will be the responsibility of the teacher subject to notification to inform the Superintendent's Office of changes of address or other necessary information.
- 5.4 In the event a certified teacher is recalled, she/he will receive credit for all previously accumulated service and benefits as provided by law, but will receive no credit for the period of time she/he was separated from service.
- 5.5 During the period of eligibility for notification, the teacher will be placed at the head of the substitute list of the school system, provided the teacher so requests in writing to the Office of the Superintendent of the District.

## Section V: Compensation

### **Article I - Compensation Schedule**

- 1.1 All teachers will be paid according to the compensation schedules (***Appendix D-1, D-2 & D-3***). Teachers will be placed on the schedule in accordance with the following provisions at the beginning of the contract year:

#### 1.1.1

All teachers with no previous teaching experience will be placed on Step 0.

#### 1.1.2

All teachers with teaching experience within the State of Oklahoma will be given full credit for that experience, as verified by state records, and placed on the appropriate step.

#### 1.1.3

All teachers with up to five (5) years of teaching experience outside the State of Oklahoma will be credited with up to five (5) years of that experience and will be placed on the appropriate step. The District may credit teachers with out of state experience for the full amount of their documented experience.

#### 1.1.4

To the extent approved by the Oklahoma State Board of Education, all teachers will receive credit for one year of teaching experience for any type of service recognized by the Oklahoma State Board of Education for certification and salary increments.

#### 1.1.5

All teachers will be placed on the appropriate degree classification, as verified by official records, such as a college transcript.

#### 1.1.6

Upon providing the Superintendent's office with documentation of advancement to the next level of degree classification, the teacher will be moved immediately to the appropriate level and step and will receive compensation appropriate for the level and step for the remainder of the year.

- 1.2 Teachers who are contracted to work more days than the negotiated contract year will be compensated based on the number of days required beyond the contract year times their per diem amount.

### **Article II - Compensation for Covering Classes**

- 2.1 Any teacher who covers a class, approved by the principal, who requires him/her to forfeit his /her preparation time or lunch period, will be compensated at the rate of \$12 per class period. Elementary teachers who take all the students from another teacher's class with their class will be compensated at \$12 per class periods of 55 minutes. Compensation will be paid in November, January, March, and June by separate payroll check. Elementary coverage of class must be submitted to the business office in increments not less than 55 minutes.

### **Article III - Second-Contract Compensation**

- 3.1 Teachers with Second Contract assignments will be compensated according to the Second Contract Compensation Schedule. All Second Contract compensation is subject to negotiations. (***Appendix D-5: Second Contract Schedule***)

### **Article IV - Pay Date**

- 4.1 Teachers will be paid on or before the twentieth (20) of each month. If a pay date falls on or during a school holiday, vacation, or weekend, teachers will receive their paychecks on the last previous working day.
- 4.2 Teachers may request that all checks for pay dates falling during the summer recess be issued to the teacher on or before June 20. Teachers desiring to receive all summer checks will notify the District by April 30.

### **Article V - Mileage Reimbursement**

- 5.1 Teachers will be reimbursed at fifty-five (.55) cents per mile in cases where they are required to use their personal vehicles for school business. This includes any teacher who uses his/her own vehicle for transportation between school sites to which he/she is assigned or any teacher who is doing homebound. Teachers will complete the appropriate form for mileage reimbursement.
- 5.2 Records of such mileage will be turned in to the business office by the tenth (10th) of the month, to be paid on the twentieth (20th) of that month. Mileage turned in after the tenth (10th) of the month will be paid on the succeeding month's check. The District will assume liability when teachers are assigned to transport students to or from school functions and are required to use their own vehicles.

### **Article VI - Passes for School Events**

- 6.1 Passes will be made available to all teachers for all District school events. The pass will admit the teacher and one guest, and will be non-transferable.

### **Article VII - Additional Compensation**

- 7.1 Personal Business Leave Incentive Pay

#### 7.1.1

The District will pay \$150.00 reimbursement to each teacher if no personal business leave has been taken by the teacher. Fifty (\$50.00) dollars per day is to be deducted from the \$150.00 reimbursement for each personal business day taken to a maximum of three (3) days.

- 7.2 End-of-Year Stipend Discussion

#### 7.2.1

The Association and District agree to return to the table at the request of either party, to discuss the financial picture of the District at that time. If the district finances warrant, teachers may receive a stipend for a professional activity approved by the superintendent.

### **Article VIII - Masters' Degree Program Incentive**

- 8.1 Teachers accepted into a Masters' Degree program will be reimbursed at the rate of \$50 per college hour. All credit hours must be toward the graduate program.
- 8.2 Claims must be submitted prior to June 30 and must be accompanied by an official transcript. Incentive checks will be issued within sixty (60) days of receipt of documentation.

**Article IX - Enrollment Incentive**

- 9.1 Each teacher who helps with enrollment at least six hours on a designated enrollment day will receive a \$50 gift card for classroom materials. This incentive is for those teachers who assist with student enrollment on days that are not part of their regular contract year. Every effort will be made by the building principal to provide a sign-up sheet for volunteers who are needed to work the enrollment days.

**Article X - Leadership Ardmore**

- 10.1 One teacher shall be nominated every other year by the District for Leadership Ardmore sponsored by the Ardmore Chamber of Commerce. Teachers interested in participating in this program shall submit their names to the Superintendent/ designee by May 1 of each year. The district will provide a scholarship for this program.

**Article XI - Classroom Incentive**

- 11.1 All teachers will receive a \$25.00 gift card for classroom materials.

**Article XII – Group Life Insurance**

- 12.1 Each teacher shall be provided with a Group Life Insurance Policy.

## Section VI: Leave

### Article I - Sick Leave

- 1.1 Sick leave shall be interpreted to mean personal accident, injury, illness or pregnancy or accident, injury or illness of the teacher's immediate family and bereavement leave in the instance of the death of a member of the teacher's immediate family.

#### 1.1.1

Immediate family shall be interpreted as spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister, brother, aunt or uncle, brother-in-law, sister-in-law, and other extenuating circumstances as approved by the administrator or supervisor. In the instance of bereavement, immediate family shall also include niece, nephew, first cousin and spouse's grandparents.

- 1.2 Teachers are granted ten (10) days of sick leave at the beginning of the school year except that for teachers employed on an eleven-month (11) contract shall be allowed eleven (11) days sick leave and teachers employed on a twelve month (12) contract shall be allowed twelve (12) days.

#### 1.2.1

Unused sick leave shall be cumulative to a total of 120 days. Teachers with one hundred twenty (120) days of accumulated sick leave prior to commencement of the school year earn an additional ten (10) days when the new school year begins, but unused sick leave in excess of one hundred twenty (120) days is lost at the end of the school year. **(Also see Article III)**

#### 1.2.2

Teachers on an eleven month contract earn an additional eleven (11) days of sick leave, and teachers on a twelve month contract earn an additional twelve (12) days of sick leave when the new school year begins; however, unused sick leave in excess of one hundred twenty (120) days is lost at the end of the school year. **(Also see Article III)**

#### 1.2.3

Teachers hired after the beginning of the school year will have their sick leave allotment prorated.

- 1.3 A teacher transferring into the District from another school district in Oklahoma, who is employed for the next succeeding school year, shall be permitted to transfer sick leave accumulated prior to such transfer, provided that the number of days transferred shall not exceed the maximum days permitted under state statutes. It is further provided that the number of days of sick leave to be credited must be certified by the prior district employing such certified person.
- 1.4 The District will keep records of accumulated sick leave, and these figures shall be made available to the teacher at any time upon request. The District shall also prepare a printed summary of recorded usage and accumulated totals for delivery to the teachers by January 1, 2003, and at the beginning of each school year thereafter.

## 1.5 Teacher's Salary after Expiration of Sick Leave

### 1.5.1

When a teacher or immediate family member as defined by Article I – 1.1.1, experiences a severe illness, injury, impairment or physical or mental condition which may cause the teacher to be absent for his/her job for an extended period of time, and the teacher has exhausted all his/her accumulated sick leave, then the district will allow the next 20 days at the average cost of the substitute.

In the case of a the teacher's personal illness and the teacher has exhausted all his/her accumulated sick leave, then the district will allow the next ten days of that absence to be treated as sick leave with no reduction in pay, and the subsequent ten days will have only the average cost of a substitute withheld. This shall be only for consecutive (not intermittent) absences and relates only to the teacher's personal illness.

Following those twenty (20) days, the Sick Leave Bank and Shared Sick Leave policies will take effect.

- 1.6 After a teacher's use of ten (10) consecutive days of sick leave, the District may request documentation of the reason(s) for the leave.

### 1.6.1

Teachers will comply with the request for documentation within 5 business days. If they do not provide the requested documentation, sick leave will not be applied to the absence.

## **Article II - Reimbursement of Sick Leave as per Negotiated Agreement**

- 2.1 The Ardmore Board of Education will compensate teachers for unused sick leave for those who retire under the Oklahoma Teacher's Retirement System providing:

### 2.1.1

Said teacher has been employed in the Ardmore School System for twenty (20) years or more immediately prior to retirement;

### 2.1.2

Each teacher retiring under this plan will be paid \$20.00 per day for accumulated unused sick leave, providing no individual will receive more than \$2,400.00 under the plan. The total cost of this *plan (which may include other retiring employees)* must not exceed \$10,000 in any given year. In the event that the total number of days exceeds 500, the amount paid will be prorated to stay within the \$10,000 in any given year. This benefit will be figured on teachers who have officially notified the District of their retirement prior to May 30, of their retirement contract school year.

## **Article III - Use of Sick Leave**

- 3.1 If a teacher is retiring under the Oklahoma Teacher's Retirement System, the teacher may use all or some of his/her accumulated unused sick leave days to complete either a partial or full year's experience under TRS guidelines. Said teacher is also eligible for payback for unused sick leave as stated in the reimbursement article.
- 3.2 The teacher may carry over a maximum of 120 days at the end of any school year. At the beginning of the next school year, the appropriate number of sick leave days (*10, 11, or 12 as per individual's contract*) will be added to the teacher's record on the first day of their contract year. Therefore, if the retiring teacher or any

teacher has accumulated the maximum allowable number of unused sick leave day, he/she will have at least 130 days available during the current year of employment.

3.3 In addition, the District will keep a separate record of “days of sick leave lost” for teachers who have lost days by exceeding the 120 day carry over limit. This record will be for TRS purposes only and shall not be reimbursable to the teacher under the provisions of Article II, Section 2.1.2. These days are allowable under the TRS guidelines for use as unused sick leave when the teacher’s regular available sick leave days are not adequate to completely fulfill the employee’s needs with TRS for an additional full or partial year’s experience.

3.4 Maternity leave will be granted to teachers under the following conditions:

3.4.1

The teacher shall give immediate notification to her building principal of her condition of pregnancy.

3.4.2

If maternity leave is desired, the request for such leave shall be submitted in writing to the principal, who shall forward it to the Superintendent/designee for action.

3.4.3

The time at which maternity leave will begin is left to the discretion of the teacher and/or her physician.

3.4.4

The time period allowed for maternity leave may extend no longer than one semester or 90 days following delivery; however, the teacher is encouraged to return to her duties sooner if she is physically able. A statement from the attending physician, attesting to the physical fitness of the teacher, is required.

3.4.5

Adoptive parents who need maternity leave will request such leave by submitting a letter or request to the Superintendent/designee. Such request will outline the time needed and a reasonable estimate as to when the employee expects to return to work.

3.4.6

Provisions for sick leave may apply to maternity leave.

3.5

When all sick leave benefits are exhausted, a teacher may apply for the status of sick leave without pay, if they meet the criteria for long term disability benefits according to the District’s insurance coverage.

3.5.1

At the time a teacher is assigned to sick leave without pay status, he/she will be paid the remaining share of the earned annual contract. The earned share will be computed as follows:

***(Annual Contract divided by number of contract days) X days eligible***

### 3.5.2

In order to continue long term disability insurance benefits, a teacher may request, after all sick leave has been exhausted, to be assigned to sick leave without pay status.

### 3.5.3

In the event such disability extends into the next school year, a request for extension will be made to the Superintendent/ designee.

### 3.5.4

From time to time the Superintendent/designee may require that the teacher submit a certificate of disability from the attending physician.

### 3.5.5

If this certificate does not clearly show sufficient disability to preclude the teacher from the performance of duties, such sick leave without pay will be canceled, and all benefits will cease.

### 3.5.6

At the expiration of sick leave without pay, a teacher will be returned to the same position or a comparable position for which he/she is qualified.

## **Article IV - Personal Business Leave**

4.1 All teachers will receive three (3) non-accumulative personal business days per year for which no salary will be deducted.

### 4.1.1

Teachers will fill out the Leave Request form and return it to the Principal. Every effort should be made to give the Principal as much time as possible between the date the request is made and the day of the leave.  
**(Appendix E-1: Leave Request Form)**

4.2 Teachers are asked not to use Personal Business Leave the day before or after a holiday, during December and on professional days, except in emergency situations. Teachers are asked to limit the use of Personal Business Leave during the months of December, April and May.

## **Article V - Professional Leave**

5.1 Upon approval of the building principal, teachers may be released without loss of salary for attendance at meetings of professional organizations, workshops, in-service trainings and any other meeting which is contributory to the basic functions of teacher assignments.

5.2 Teachers who have been elected or appointed to a county, state or national education related board, committee or commission will be released without loss of salary for attendance at meetings of same. The teacher will clear the meeting dates through his/her building principal and secure approval from the Superintendent/designee.

## **Article VI - Sick Leave Bank**

6.1 The Ardmore Board of Education shall establish a Sick Leave Bank that may be used by the full-time teachers on a voluntary basis. The purpose of such Sick Leave Bank shall be to allow teachers the privilege of having a

reserve of sick leave days to draw against in case they have exhausted their personal accumulation of days.

## 6.2 Definitions:

### 6.2.1

“Teacher” shall mean any full-time teacher of the Ardmore City Schools.

### 6.2.2

“Enrollment” shall mean being a participant in the program on a voluntary basis.

### 6.2.3

“Assessment” shall mean that the teacher must contribute one (1) day from his/her own personal accumulation of sick leave days to the bank.

### 6.2.4

“Withdrawal” shall mean days that the teacher may use from the bank as if it were his/her own accumulated sick leave.

## 6.3 Enrollment Procedure

### 6.3.1

The teacher must make his/her desires known to be a participant in the Sick Leave Bank by filling out the Sick Leave Bank Donation Form. This form shall be returned to the Business Office. (**Appendix E-2: Sick Leave Bank/Sharing Form**)

### 6.3.2

The teacher will have an assessment made against his/her accumulated unused sick leave of one (1) day.

### 6.3.3

The teacher may sign up for participation only at the beginning of his/her full-time employment or at the beginning of a school year (within the first week).

## 6.4 Withdrawal Rules

### 6.4.1

The teacher may draw up to five (5) days from the Bank during the first year of participation, ten (10) days during the second year, fifteen (15) days during the third year and twenty (20) days during the fourth year with twenty (20) days being the maximum available at any given time thereafter.

#### 6.4.1a

Teachers wishing to withdraw days from the Bank will make application on the Sick Leave Bank Request Form. This form will be submitted to the business office. (**Appendix E-2: Sick Leave Bank/Sharing Form**).

### 6.4.2

Up to five (5) days will be added to the teacher’s available days each year up to the maximum of twenty (20) days even after usage has occurred.

### 6.4.3

Withdrawals from the Bank may only be made by participating teachers, and then only after their own accumulated sick leave has been exhausted and after the ten (10) days of the teacher paying the cost of a substitute.

6.4.4

Teachers withdrawing days from the Bank shall not have to replace those days except as a regular contributing member to the Bank.

6.5 General Rules

6.5.1

Assessments will only be made at the beginning of the school year according to the above limitations and should be completed and recorded on the teacher's record no later than October 1.

6.5.2

There shall be a record kept by the Business Office of the total number of accumulated days deposited in the Bank as well as the number of days used by teachers against that total.

6.5.3

When the total accumulated days in the Bank falls below one hundred fifty (150) days, then there shall be an assessment against the member teachers of one (1) day each at the beginning of the next school year.

6.5.4

When a teacher donates a day to the Bank, that day is considered to have been "used" by the teacher and will never return to the teacher's personal record for any other use. However, if the Bank at any time is discontinued, the remaining days in the Bank will be returned on a pro rata basis to any participating teacher still in the employ of the District.

6.5.5

A teacher may withdraw their membership from the Sick Leave Bank, but will not be eligible to withdraw his/her contributed days.

**Article VII - Shared Sick Leave**

7.0 Teachers may "share" their sick leave with other District teachers under certain conditions. This article shall permit teachers to donate one or more of their accumulated sick leave days to a fellow teacher who is suffering from (*or has a close relative suffering from*) severe illness, injury, impairment or physical or mental condition which is causing or may cause the teacher to lose all wage benefits.

7.1 Definitions

7.1.1

"Teacher" shall mean any full-time teacher of the Ardmore City Schools.

7.1.2

"Close relative" shall mean spouse, child, or parent only. An appeal may be made to the Shared Sick Leave Committee if the teacher feels that another closely related person is causing similar work absences and might make the teacher eligible to participate in this program.

### 7.1.3

“Severe” shall mean serious, extreme and/or life threatening situations including verifiable temporary disabilities, which render the teacher unable to perform his/her assigned duties.

### 7.1.4

“Shared Sick Leave Committee” shall be composed of:

- a. A representative appointed by the AEA Executive Board;
- b. An administrator appointed by the Superintendent/designee; and
- c. A member of the Board of Education.

### 7.1.5

“Duties” of Shared Sick Leave Committee shall be:

- a. Determine whether or not a teacher meets the criteria for participation;
- b. Determine that the teacher has abided by all District policies regarding the use of sick leave benefits;
- c. Hear all appeals by teachers that might seek exceptions to the outlined rules and make decisions regarding those appeals;
- d. Assist the ACS Business Office in determinations regarding the implementation of this article; and
- e. Ensure that all request forms and donation forms are given to the ACS Business Office.

## 7.2 Rules for Potential Recipients

### 7.2.1

The teacher must be a member of the Sick Leave Bank and have exhausted all days available from the Sick Leave Bank.

### 7.2.2

Use of Shared Sick Leave may only be made by participating teacher employee, and then only after his/her own accumulated sick leave has been exhausted and after the ten (10) days of paying only the regular substitute amount.

### 7.2.3

The teacher cannot receive more than thirty (30) days of donated sick leave days during any school year. *(Exceptions could be made on a case-by-case basis by the Board of Education upon recommendation of the Shared Sick Leave Committee.)*

### 7.2.4

The teacher must present to the Shared Sick Leave Committee a medical statement from a licensed physician outlining and verifying the severe nature of the problem and the expected duration of the condition.

### 7.2.5

Shared sick leave days may be used only for the purpose specified in this Agreement.

### 7.2.6

Compensation to the recipient will be paid at the regular rate of pay normally received by the teacher during that time period.

#### 7.2.7

A teacher wishing to use Shared Sick Leave must fill out a Shared Sick Leave Request and submit such to the Shared Sick Leave Committee which will give it to the ACS Business Office. Form (**Appendix E-2: Sick Leave Bank/Sharing Form**)

### 7.3 Rules for Potential Donors

#### 7.3.1

The donor can only donate to a fellow teacher who has completely exhausted all sick leave benefits.

#### 7.3.2

A donor can donate to more than one fellow teacher during their employment with ACS if all other criteria are met.

#### 7.3.3

The donor cannot donate a day(s) when such a donation would cause their personal balance of accumulated sick leave days to fall below sixty (60) days.

#### 7.3.4

A donor is limited to a maximum of ten (10) days donation of shared sick leave with any other single teacher, but may exceed the ten (10) day sharing limit when donating to multiple individuals.

#### 7.3.5

The donor may donate in any increment of days ranging from a minimum of one-half (1/2) day up to a maximum of ten (10) days.

#### 7.3.6

The donor must complete the Shared Sick Leave Donation and return it to the Shared Sick Leave Committee. The Committee will see that the form is given to the ACS Business Office. (**Appendix E-2: Sick Leave Bank/ Sharing Form**)

### 7.4 General Rules and Record Keeping

#### 7.4.1

Participation in this program is strictly voluntary and will be conducted as confidentially as possible with no teacher being coerced, threatened, intimidated or financially induced into donating sick leave days.

#### 7.4.2

The Business Office shall keep all records regarding the donations and receiving of shared sick leave days with all such records showing plainly on the teacher's Sick Leave Record sheet.

#### 7.4.3

When a teacher has exhausted all sick leave benefits as defined in 5.2.2 above, the teacher has made application (another person may file this application in the requesting teacher's behalf) for assistance with the Shared Sick Leave Committee and the teacher has been determined to be eligible as a recipient under the guidelines of this policy, that teacher's name shall be posted in the office of each building site in the district identifying him/her as a potential recipient.

#### 7.4.4

After the posting of a potential recipient's name, donors must individually notify the Business Office in writing of their desire to donate as well as the number of days they desire to donate.

#### 7.4.5

The recipient will be sent verification from the Business Office that the donor (*with the name identified and specified*) has made the donation.

#### 7.4.6

The recipient will receive the benefits of such donation during the next regularly scheduled pay cycle for that teacher.

#### 7.4.7

Should more days be donated than can be or are used by the recipient, then the remainder of the donated days will be prorated and returned to the donor(s) with such return being rounded to the nearest one-half ( $\frac{1}{2}$ ) day while still covering completely the benefits received by the recipient.

#### 7.4.8

All questions regarding this policy or its implementation shall be referred to the Business Office and/or the Shared Sick Leave Committee, but the committee shall possess all decision making powers regarding problem resolution(s) with appeal to the Board of Education possible only when all parties are not satisfied with such resolution.

### **Article VIII - Leave of Absence (*Sabbatical Leave*)**

- 8.1 The Board may grant a career teacher a leave of absence for up to one (1) year.
- 8.2 Application for leave of absence without pay which is to be effective at the beginning of a school year must be made on or before May 1. Applications which are to be effective other than at the beginning of a school year should be made at least three (3) months before the requested effected date. In the event that the above dates for application cannot be met, the teacher will still receive consideration of his/her application.
- 8.3 A teacher on approved leave of absence will be reinstated at a salary level no lower than that attained at the time the leave was granted. Additionally, such salary placement will reflect any advancement occasioned by additional degrees, or college hours earned.
- 8.4 Sick leave, which accrued before the leave of absence, will be reinstated. Additional sick leave or personal leave will not be granted for the period of leave.

### **Article IX - Legal Leave**

- 9.1 Certified personnel who are called to Jury Duty will receive full contract salary during the time of service.
- 9.2 Teachers who are subpoenaed as a witness will not suffer loss of pay or leave time as a result of such subpoena in accordance with Section 141C of Oklahoma State Statute.
- 9.3 Teachers dismissed by the court by noon will return to school for the second half of the day.

### **Article X - Military Leave/Veterans Day**

- 10.1 Any teacher who is a member of the Armed Forces of the United States of America and is ordered to active duty by properly constituted authority will receive thirty (30) working days with full pay for the first thirty (30) working days of duty.
- 10.2 Upon termination of military leave, the teacher will be returned to the same or similar position as was held prior to the leave.
- 10.3 Teachers who are veterans will be given released time (*up to two hours*) to attend the Veteran's Day ceremonies at the Ardmore Veteran's Center.

### **Article XI - Emergency Leave**

- 11.1 Teachers shall be provided not more than two (2) days a year emergency leave. These days shall not be chargeable to sick leave and are non-cumulative.
- 11.2 The term "emergency" is defined as a situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate attention. (*This does not include "bad weather" days.*)

### **Article XII - Bereavement Leave**

- 12.1 Teachers will be granted three (3) days bereavement leave at no loss of salary each school year.

#### **12.1.1**

Bereavement leave will be non-accumulative, non-reimbursable and used before other available leave.

#### **12.1.2**

Bereavement leave will be granted for the death of an immediate family member as defined under sick leave. (***See Sick Leave, Article I, section 1.1.1***)

#### **12.1.3**

In addition to the three (3) days of bereavement leave, teachers may use a maximum of five (5) sick days for this purpose.

#### **12.1.4**

In the case of the death of a spouse or a child, the teacher will be granted up to ten (10) days of bereavement leave.

- 12.2 On occasion when teachers wish to attend funeral services for an associate or friend, they may be excused for the services, with their principal's permission. Requests for attendance should be directed to the principal. When the absence is only for the actual time required to attend the service, school volunteers may be asked to substitute and no leave time will be charged. When the time needs to be extended, the teacher will take sick leave.

**Article XIII - Association Leave**

- 13.1 The District will grant ten (10) days leave to the Association to send its representatives to local, state, or national conferences, meetings, or workshops or to conduct other business pertinent to the Association's role as recognized representative of Ardmore teachers.
- 13.2 The Association President(s) will notify the Superintendent/designee on the appropriate leave form at least three (3) days in advance of the use of leave.
- 13.3 No more than five (5) teachers will be gone on any one day without the approval of the Superintendent/designee.

**Article XIV - Notification of Absence**

- 14.1 The District will provide each teacher with a contact person and/or a telephone number to be utilized by the teacher for notification of absence from work. If possible, such notice of absence will be reported by 7:00 a.m. on the day of absence in order to ensure substitute coverage. Whenever possible, the teacher will notify the school (principal/secretary) by 2:30 p.m. to notify of the subsequent day's status.

## Section VII: Grievance Procedure

### Article I - Definitions

- 1.1 A grievance is a claim based upon an event or condition which affects the condition or circumstances under which a teacher or a group of teachers works, allegedly caused by a violation, misinterpretation or misapplication of Board Policies, Administrative Procedures or the Negotiated Agreement of the Board of Education and the Ardmore Education Association (AEA).
- 1.2 The term “grievant” may mean the person or persons or the Association making the complaint.
- 1.3 The term “days” will mean working days of the teacher. Outside of the contract year of the teacher, “days” will mean the working days of the supervisor involved at the level that the grievance is being processed or the business days of the district (*Business days shall not include scheduled vacation days*).
- 1.4 A “party of interest” is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim. The Association may be a “party of interest” in any grievance regarding the Negotiated Agreement

### Article II - Purpose

- 2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise from time to time affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### Article III - Right to Representation

- 3.1 At least one Association representative will be present for any meetings, hearings, appeals or other proceedings related to a grievance which has been formally presented if such grievance concerns this Agreement.
- 3.2 If, in the judgment of the Association, a grievance affects the Association, the Association Officers may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level II. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wished to do so. Class action grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Level II.

### Article IV - Individual Rights

- 4.1 Nothing contained herein will be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as such disposition is not inconsistent with the terms of this Agreement.
- 4.2 A grievant may be represented at all Levels of the grievance procedure by himself/herself or at his/her option, by an Association representative selected by the Association, or by a person of his/her choice. In

addition, the grievant may be accompanied by a person of his/her choice for advice and/or counsel. If an aggrieved party is not represented by the Association and the grievance concerns application of the negotiated agreement, the Association representative will have the right to be present and to state the Association's views at all Levels of the grievance procedures.

4.3 Any grievance will be submitted within twenty (20) days of the knowledge of the alleged violation.

4.4 Timelines may be extended by mutual agreement.

#### **Article V - Procedure**

5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each Level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

5.2 **Level I**

The employee or the Association may present the grievance in writing to the employee's supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance.

5.2.1

The supervisor must provide the aggrieved teacher and the Association with a written answer concerning the grievance within five (5) days after the meeting.

5.3 **Level II**

If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) days after the presentation of the grievance at Level I or if the grievance was instituted at Level II, the Superintendent/designee will arrange for a hearing with the grievant and/or the Association to take place within five (5) days of receipt of the appeal.

5.3.1

The parties in interest will have the right to include in their representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of this hearing, the Superintendent/designee will have five (5) days to provide the written decision, together with the reasons for the decision, to the grievant.

5.4 **Level III**

If the grievant is not satisfied with the decision at Level II, or if no decision has been rendered within five (5) days of the Level II hearing, then the grievance may be referred to the Board.

5.4.1

The Board will arrange for a hearing with the grievant or the Association to take place at the next regular Board meeting or a special meeting called for that purpose.

5.4.2

Within five (5) days after the conclusion of the hearing, the Board will provide its decision, together with the rationale for the decision, in writing to the grievant and other parties of interest.

#### **Article VI - General Provisions**

- 6.1 The decision of the Board is considered final unless overruled by the courts. It is understood that the Board of Education may reconsider its decision at any scheduled meeting where the matter is placed on the agenda.
- 6.2 No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest. Likewise, no teacher shall take reprisal of any kind against any member of the Board of Education or the administration because of the grievance procedure.
- 6.3 If a teacher elects to pursue legal or statutory remedy for any grievance after following this grievance procedure, it is understood that remedy at the local level has been exhausted.
- 6.4 All documents, communications and records dealing with the procedures of a grievance shall be filed in a grievance file separate from the certified and/or evaluation file of any of the participants.
- 6.5 Forms for this grievance procedure shall be attached to the negotiated Agreement. (**Appendix F: Grievance Form**)
- 6.6 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved person to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be regarded as acceptance of the decision rendered at that step.
- 6.7 All meetings and hearings, with the exception of the Board of Education Level III hearing under this procedure, shall be conducted in private and shall include only such parties of interest and their designated or selected representatives referred to in this procedure. No meetings under this procedure will be held in violation of the Open Meeting Law of the State of Oklahoma.
- 6.8 All such meetings will be held to avoid any interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure. No student shall be involved in any phase of the grievance procedure unless such student's presence is deemed absolutely necessary to resolve the grievance.

#### **Article VII - Cooperation of Board and Administration**

- 7.1 The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance. In cases where information is not in the format requested, the district may provide only the raw data.

#### **Article VIII - Released Time**

- 8.1 Should it be agreed by the Board and the Association that the investigation or processing of any grievance requires a teacher or an Association representative be released from his/her regular assignment, he/she will be released without loss of pay or benefits. Payment of a substitute, if used, will be paid by the District.

## **Section VIII: Association Rights**

### **Article I - Availability of Information**

- 1.1 Upon request, the Board will provide to the Association any compiled public information which the Association deems necessary for the administration of this contract.
- 1.2 The Association President or designee will be notified of all regular, special and/or reconvened meetings of the Board as soon as they are scheduled and will receive an agenda and all information in like form and substance as mailed and/or given to each Board member for each of its meetings, except that deemed confidential under the Oklahoma Open Records Act. The Association may request clarifying documents of agenda items.
- 1.3 The District agrees to send to the AEA President(s) the following items on a regular basis:
  - 1.3.1  
Additions, corrections and changes to the ACS Policy and Procedure Handbook;
  - 1.3.2  
Minutes of all Board of Education meetings.

### **Article II - Transaction of Business**

- 2.1 Representatives of the Association will be permitted to transact Association business on school property provided that classroom activities are not interrupted.

### **Article III - Exclusive Rights**

- 3.1 The bargaining unit rights granted to the Association will not be granted or extended to any other organization or individual.

### **Article IV - Meeting, Notices and Use of School Mail**

- 4.1 The Association shall have the right to use school buildings for Association meetings and/or business upon arrangement with the building administrator. Association meetings may be called during the time immediately preceding or following the students' school day.
- 4.2 The Association shall have the right to place Association related notices, circulars and other Association material on designated bulletin boards and in teachers' mail boxes. Use of bulletin board space shall be provided in the teachers' lounge or work area of each school building or work site. Prior to posting, a copy of any material shall first be given to the building principal.
- 4.3 The Association shall be accorded use of the inter-school mail service and District e-mail.

### **Article V - Teacher Selection to Staff Development Committee**

- 5.1 *(See Section Two, Working Conditions, Article IX.)*

## **Article VI - Selection of Mentor Teachers**

- 6.1 A mentor teacher shall be selected by the principal from a list of qualified teacher volunteers who have submitted their names for that purpose. After compilation of the list, the principal shall provide an opportunity for input from the AEA building representative. Membership or nonmembership in a professional teacher organization shall not be considered as a factor in selecting a mentor teacher. No teacher may serve as a mentor teacher for more than one resident teacher at a time. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute and be assigned to the same school site and have similar certification as the resident teacher. (Per HB 1235)

# **Appendices**

## **To the Negotiated Agreement**

## Professional Negotiations Procedural Agreement

### *The Ardmore Educational Association & Independent School District No. 19 Carter County, Oklahoma*

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- 1-1** **As Prescribed** by Title 70, Oklahoma Statutes 509.1-509.10, the Ardmore Education Association, hereinafter referred to as the "Association," said Association being the certified representative of the professional educators of the district, and the Board of Education of Ardmore City Schools, Independent School District No. 19 of Carter County, Oklahoma, hereinafter referred to as the "Board," said Board being legal representative of the electors of Independent School district No. 19 of Carter County, Oklahoma, hereby enter into the following agreements regarding procedures:
- 1-2** **Recognition**  
The Board hereby recognizes the Association as the authorized bargaining agent for all regularly employed non-administrative certified educators. Any person who desires not to be represented by any organization may so state in writing to the Board of Education.
- 1-3** **Participation**  
As a condition of employment, members of the bargaining unit have the right to join, participate in, and assist the Association, and the right to refrain from such activities, as provided in Title 70, Oklahoma Statutes, Section 509.2.
- 1-4** **Scope of Bargaining**  
The Association and the Board agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment. The Board retains all rights and authority it possesses by law. This agreement shall not impair the rights provided by law either to the Board or the Association. The policies affecting the performance of professional services may be subject to negotiation in accordance with Oklahoma State Statute 70-509.6
- 1-5** **Statutes & Policies**  
The Association and Board agree that the welfare and educational opportunities of students in the Ardmore school system are of paramount importance in the operation of the Ardmore school system. The Association and the Board shall abide by all applicable state and federal statutes, rules and regulations. No agreement shall abrogate legal rights, obligations, and powers of the Board, including its power to make policy.
- 1-6** **Budget Limitations**  
Provisions of negotiations agreements are always subject to sufficient funds being made available to the Board to carry out properly the terms of the agreement. When and if it becomes known that sufficient funds will not, in fact, be available with which to finance certain ratified items as well as meet the other requirements of the school district, the negotiating teams will meet and renegotiate those items within the framework of the amount of funds available.
- 1-7** **Negotiating Team**  
No more than five (5) designated representatives of the Association will meet with no more than five (5) representatives of the Board for purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Only those members who comprise the negotiations teams will be present during negotiations, except by mutual agreement. A majority of the members of each bargaining team shall be present at each bargaining session. If there are any changes in the membership of either team, the other team shall be notified of such change, in writing, five (5) days before the next meeting.

#### Appendix A

**1-8 Discrimination**

No employee shall be discriminated against by the Board, Superintendent, or any other administrative officer of the district or by the Association, its officers or any member thereof because of his/her exercise or non-exercise of rights under the acts of Title 70 of the Oklahoma Statutes. It shall be prohibited for the Association, professional educator or Board to impede, restrain or coerce an employer or employees in the exercise of the rights guaranteed in Sections 509.1 through 509.10 of Title 70.

**2-1 Meetings**

Meetings shall start on April fifteenth, or any subsequent mutually agreeable date thereafter and continue to meet as mutually agreed upon by the Association and the Board. Each subsequent meeting time and place will be mutually agreed upon at the end of each meeting. All Board and Association items for negotiations shall be presented in writing at the first meeting.

**2-2 Exchange of Information**

Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

**2-3 Information Releases**

Releases to news media shall be by mutual agreement only.

**2-4 The Agreement**

A. The Board shall choose representatives who shall bargain for the Board, and the Association shall choose representatives who shall bargain for the Association. Provided nothing herein shall prohibit the employment of legal counsel for consultative purposes by the Board or Association. (70-509.3)

B. Both parties agree it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

C. When agreement is reached between the negotiations teams on any proposal, the proposal shall be reduced to writing, distributed to both teams, and marked "tentative agreement." When tentative agreement is reached on all items, it shall be submitted and recommended first to the Association for ratification. After ratification by the Association, the agreement shall be recommended to the Board. Upon approval and after necessary action by the Board, the terms of agreement shall be implemented. No further negotiations will take place until a formal request is made the following March.

**2-5 Impasse Procedure**

A. If negotiations are not successfully concluded by the first day of school, impasse shall exist, unless the time limit for negotiations has been extended by mutual agreement of the parties. At any earlier time, either party may declare impasse. Prior to reaching impasse or upon reaching impasse and upon mutual agreement, the parties may request the services of the Federal Mediation and Conciliation Service.

B. If the mediation process has been utilized and has failed to bring about agreement on all items (or if mediation was not used), the unresolved items shall be submitted to fact-finding as follows:

1. A fact-finding committee consisting of three (3) members shall be formed. One member shall be selected by the representative of the Association and one member shall be selected by the Board, within five (5) days. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. Within ten (10) days of being notified that a fact-finder is needed, the State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders selected at random from a list of appointees who are available to serve as a

**Appendix A**

member and the chairperson of the committee. The parties shall select the fact-finder from the five names within fifteen (15) days after receiving the list of fact-finders. If the representative of the Board and the representative of the Association cannot agree upon a name, there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as the chairperson of the fact-finding committee.

2. Within five (5) days after the selection of a chairperson, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairperson and other members of the committee. Each item being submitted to fact-finding shall show the last position taken by each negotiating team.
3. The cost for the services of the fact-finding committee, including the per diem expenses, if any, and actual and necessary travel expenses of the third party chairperson shall be shared equally by the Board and the Association.
4. The fact-finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearings during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.
5. The chairperson shall convene the committee for fact-finding. The committee shall meet with the representatives of both parties. Within twenty (20) days after the chairperson is selected, the committee shall present written recommendations to the Board and to the Association.
6. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendation, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
7. The Board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of the implementation.

**2-6 No Strike Clause**

The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Association or its members engage in a strike, then the Association shall cease to be recognized as representatives of the unit and the Board shall be relieved of the duty to negotiate with the Association or its representatives.

**Appendix A**

**2-7 Amendments**

Changes, modifications or amendments to this agreement can be made only as mutually agreed upon by the Association and the Board.

**2-8 Extension of Agreement**

If the Association continues as the exclusive negotiating representative of the professional educators for additional periods of time, this agreement shall be automatically extended for such additional periods of time; otherwise, it shall be null and void as of the date the Association disbands or ceases to be the recognized bargaining agent.

**2-9 Savings Clause**

Should any part of this Agreement be affected or declared illegal by statute or court of competent jurisdiction, said part shall be automatically deleted from this Agreement to the extent that it is affected, or violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not affected by the deleted part. By mutual agreement negotiations shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

**Appendix A**

*Teacher Work Day*

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The following certified staff member is scheduled to work their 181<sup>st</sup> contract day

\_\_\_ Before the 1<sup>st</sup> Day of School

\_\_\_ After the Last Day of School

Name: \_\_\_\_\_

Campus: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

*Teachers may accrue the six hours for the day any time during the teacher work days preceding the first day of school. Each teacher will be responsible for completing the 81<sup>st</sup> day form and listing the dates and hours comprising the 181<sup>st</sup> day. Teachers who have been on medical leave or hired after August 16<sup>th</sup>, will work with their principal to accumulate their six hours within a reasonable time frame.*

-----  
*Teacher Work Day*

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The following certified staff member is scheduled to work their 181<sup>st</sup> contract day

\_\_\_ Before the 1<sup>st</sup> Day of School

\_\_\_ After the Last Day of School

Name: \_\_\_\_\_

Campus: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

*Teachers may accrue the six hours for the 181<sup>st</sup> day any time during the teacher work days preceding the first day of school. Each teacher will be responsible for completing the 181<sup>st</sup> day form and listing the dates and hours comprising the 181<sup>st</sup> day. Teachers who have been on medical leave or hired after August 16<sup>th</sup>, will work with their principal to accumulate their six hours within a reasonable time frame.*

Appendix B

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**Ardmore City Schools**

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**Pre-Observation Schedule**

\_\_\_\_\_ (day/date) or \_\_\_\_\_

at \_\_\_\_\_ (time) for a pre-observation conference.

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**Observation Schedule**

\_\_\_\_\_ (day/date) or \_\_\_\_\_

at \_\_\_\_\_ (time) or \_\_\_\_\_ would be excellent times for a formal observation (30 minutes) in my classroom. The teaching strategy that will be observed in my class will be

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Teacher's Signature: \_\_\_\_\_

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**Observation Schedule**

On \_\_\_\_\_ (Day& Date) we will go over the written evaluation instrument.

Thank you.

Principal's Signature: \_\_\_\_\_

**Teacher Evaluation**  
**Ardmore City Schools**

Name: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Building: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Directions:** Circle the statement under each category that most accurately describes the individual being evaluated based on the following:

4. Exceeds Expectations      2. Needs Improvement  
 3. Standard Expectations    1. Unsatisfactory

*Ratings of 2 and 4 require comments and a rating of 1 requires a plan of improvement*

<b>I. TEACHER MANAGEMENT INDICATORS</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	<b>Preparation:</b> Plans for delivery of lessons relative to short-term and long-term objectives.					
B	<b>Routine:</b> Uses minimum class time for non-instructional routines thus maximizing time on task.					
C	<b>Discipline:</b> Clearly defines expected behavior ( <i>encourages positive behavior and controls negative behavior</i> ).					
D	<b>Learning Environment:</b> Establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.					

<b>II. TEACHER INSTRUCTIONAL INDICATORS</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	<b>Establishes Objectives:</b> Communicates the instructional objectives to students					
B	<b>Stresses Sequence:</b> Shows how the present topic is related to those topics that have been taught or that will be taught.					
C	<b>Relates Objectives:</b> Relates subject topics to existing student experiences.					
D	<b>Involves All Learners:</b> Uses signaled responses, questioning techniques, and/or guided practices to involve all students.					
E	<b>Explains Contents:</b> Reaches the objectives through a variety of methods.					
F	<b>Explains Directions:</b> Gives directions that are clearly stated and related to the learning objectives.					
G	<b>Models:</b> Demonstrates the desired skills.					
H	<b>Monitors:</b> Checks to determine if students are progressing toward stated objectives.					
I	<b>Adjusts Based on Monitoring:</b> Changes instruction based on the results of monitoring.					
J	<b>Guides Practice:</b> Requires all students to practice newly learned skills while under the direct supervision of the teacher.					
K	<b>Provides for Independent Practice:</b> Requires students to practice newly learned skills without the direct supervision of the teacher.					
L	<b>Establishes Closure:</b> Summarizes and fits into context what has been taught.					

III. TEACHER PRODUCT INDICATORS		4	3	2	1	Comments
A	<b>Lesson Plans:</b> Writes daily lesson plans designed to achieve the identified objectives.					
B	<b>Student Files:</b> Maintains a written record of student progress consistent with district policy.					
C	<b>Grading Patterns:</b> Utilizes grading patterns that are fairly administered and based on identified criteria.					

IV. STUDENT ACHIEVEMENT		4	3	2	1	Comments
A	Students demonstrate mastery of the stated objectives through projects, daily assignments, performance & test scores.					

V. PROFESSIONAL RESPONSIBILITIES		4	3	2	1	Comments
A	Supports school rules, regulations, and policies.					
B	Maintains and improves professional competence through staff development activities.					
C	Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.					
D	Approaches his/her job & related tasks in a positive manner.					
E	Dresses appropriately for school setting.					
F	Demonstrates acceptable use of grammar and English.					
G	Exercises concern about the proper use and care of buildings, equipment, and supplies.					
H	Organizes work so that a substitute teacher can function with minimal loss of learning for students.					
I	Demonstrates responsible attitude toward attendance/absences from the classroom.					

VI. INTERPERSONAL RESPONSIBILITIES		4	3	2	1	Comments
A	Maintains friendly, cooperative, and harmonious relationships with staff and parents.					
B	Treats students with appropriate respect.					
C	Communicates appropriately with parents regarding students.					
D	Adheres to professional ethics as defined in Board Policy.					

**VII.**

- Check if teacher is being recommended for continued employment.
- Check if teacher is being admonished for reasons that could lead to dismissal or non-reemployment.
- Check if teacher is recommended for non-reemployment.

**VIII. EVALUATOR'S COMMENTS**

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**IX. TEACHER'S COMMENTS**

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X. This evaluation is based on   x   classroom visits,   x   principal/teacher conferences and personal knowledge collected by the evaluator. Of these visits,   x   classroom observation forms are on file in the principal's office.

XI. I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature & Title of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Media Specialist Evaluation**  
**Ardmore City Schools**

Name: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Building: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Directions:** Circle the statement under each category that most accurately describes the individual being evaluated based on the following:

4. Exceeds Expectations      2. Needs Improvement  
 3. Standard Expectations    1. Unsatisfactory

*Ratings of 2 and 4 require comments and a rating of 1 requires a plan of improvement*

<b>I. Services to Students and Staff</b>		4	3	2	1	Comments
A	Plans and implements a program of information skills and reading guidance in cooperation with teachers.					
B	Provides group and individual instruction and user guidance in locating, evaluating, and using resources and equipment.					
C	Evaluates and selects print and non-print materials which reflect the priorities of the instructional program.					
D	Maintains and organizes both print and non-print media.					
E	Plans with teachers to design and implement instructional units that effectively utilize available resources and equipment.					
F	Evaluates the media center program regularly, establishes goals, and plans budget for improvements.					

<b>II. Management</b>		4	3	2	1	Comments
A	<b>Preparation:</b> Makes plans relative to short-term and long-term objectives.					
B	<b>Routine:</b> Uses minimum class time for non-instructional routines thus maximizing time on task.					
C	<b>Discipline:</b> Clearly defines expected behavior (encourages positive behavior and controls negative behavior).					
D	<b>Learning Environment:</b> Establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning.					
E	<b>Supervision:</b> Requires proper use and care of media resources.					

<b>III. Instruction</b>		4	3	2	1	Comments
A	<b>Establishes Objectives:</b> Establishes and communicates objectives that provide for individual student differences.					
B	<b>Stresses Sequence:</b> Shows how the present topic is related to those topics that have been taught or that will be taught.					
C	<b>Relates Objectives:</b> Uses signaled responses, questioning techniques, and/or guides practice to involve all students.					
D	<b>Involves All Learners:</b> Uses signaled responses, questioning techniques and/or guides practices to involve all students.					

E	<b>Explains Content:</b> Teaches the objectives through a variety of methods and available materials.					
F	<b>Explains Directions:</b> Gives directions that are clearly stated and related to the learning objectives.					
G	<b>Models:</b> Demonstrates the desired skills.					
H	<b>Monitors:</b> Checks to determine if students are progressing toward state objectives.					
I	<b>Adjusts Based on Monitoring:</b> Changes instruction based on the results of monitoring.					
J	<b>Guides Practices:</b> Requires students to practice newly learned skills while under the direct supervision of the media specialist.					
K	<b>Provides for Independent Practice:</b> Requires students to practice newly learned skills without the direct supervision of the media specialist.					
L	<b>Establishes Closure:</b> Summarizes and fits into context that has been discussed.					

<b>IV. Student Achievement</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Students demonstrate mastery of the stated objectives.					

<b>V. Professional Responsibilities</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Supports school rules, regulations, and policies.					
B	Maintains and improves professional competence through staff development activities.					
C	Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.					
D	Approaches his/her job and related task in a positive manner.					
E	Dresses appropriately to school setting.					
F	Maintains and inventories non-print materials and equipment.					

<b>VI. Interpersonal Relationships</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Maintains friendly, cooperative, and harmonious relations with staff and parents.					
B	Treats students with appropriate respect.					
C	Communicates appropriately with parents regarding students.					
D	Demonstrates professional respect.					

**VII.**

- Check if media specialist is being recommended for continued employment.
- Check if media specialist is being admonished for reasons that could lead to dismissal or non-reemployment.
- Check if media specialist is recommended for non-reemployment.

**VIII. EVALUATOR'S COMMENTS**

**IX. MEDIA SPECIALIST'S COMMENTS**

X. This evaluation is based on \_\_\_ classroom visits, \_\_\_ principal/teacher conferences and personal knowledge collected by the evaluator. Of these visits, \_\_\_ classroom observation forms are on file in the principal's office.

XI. I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Signature & Title of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**Counselor Evaluation**  
**Ardmore City Schools**

Name: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Building: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Directions:** Circle the statement under each category that most accurately describes the individual being evaluated based on the following:

4. Exceeds Expectations      2. Needs Improvement  
 3. Standard Expectations    1. Unsatisfactory

*Ratings of 2 and 4 require comments and a rating of 1 requires a plan of improvement*

<b>I. Services to Students and Staff</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Participates in pupil placement decisions.					
B	Establishes and maintains rapport with staff, students, patrons, and community agencies.					
C	Uses an approach which reflects concern for dignity, confidentiality, and the personal integrity of the students and parents.					
D	Is available for consultation with staff concerning student needs.					
E	Provides orientation for new students.					
F	Initiates individual and/or group counseling activities.					

<b>II. Management</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	<b>Preparation:</b> Makes plans relative to short-term and long-term objectives.					
B	<b>Discipline:</b> Clearly defines expected behavior (encourages positive behavior and controls negative behavior).					
C	<b>Learning Environment:</b> Establishes rapport with students and provides a pleasant, safe, and orderly climate conducive to learning.					

<b>III. Instruction</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	<b>Establishes Objectives:</b> Establishes and communicates objectives that provide for individual student differences.					
B	<b>Stresses Sequence:</b> Shows how present behavior and choices are related to situations that have been and will be encountered.					
C	<b>Relates Objectives:</b> Relates topics to existing student experiences.					
D	<b>Involves All Learners:</b> Uses appropriate responses, questioning techniques, and/or guided practice to involve students.					
E	<b>Explains Content:</b> Teaches the objectives through a variety of methods and available materials.					
F	<b>Explains Directions:</b> Gives directions that are clearly stated and related to the learning objectives.					
G	<b>Models:</b> Demonstrates the desired skills.					
H	<b>Monitors:</b> Checks to determine if students are progressing toward stated objectives.					

I	<b>Adjusts Based on Monitoring:</b> Uses techniques appropriate for each situation.					
J	<b>Establishes Closure:</b> Summarizes and fits into context what has been discussed.					

<b>IV. Products</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	<b>Lesson Plans:</b> Establishes a plan incorporating the year's activities and long-term objectives.					
B	<b>Records:</b> (Secondary Only). Maintains a written record of credit count, future course elections and plans.					
C	<b>Student Achievement:</b> (Secondary Only). Students' mastery of stated objectives will be demonstrated by meeting graduation requirements, fitting successfully into the school society, and establishing post-high school plans.					

<b>V. Professional Responsibilities</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Supports school rules, regulations, and policies.					
B	Maintains and improves professional competence through staff development activities.					
C	Demonstrates dependability and punctuality in carrying out duties and responsibilities of the position.					
D	Approaches his/her job and related task, in a positive manner.					

<b>VI. Interpersonal Relationships</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>Comments</b>
A	Maintains friendly, cooperative, and harmonious relations with staff and parents.					
B	Treats students with appropriate respect.					
C	Communicates appropriately with parents regarding students.					
D	Demonstrates professional respect					

**VII.**

- Check if counselor is being recommended for continued employment.
- Check if counselor is being admonished for reasons that could lead to dismissal or non-reemployment.
- Check if counselor is recommended for non-reemployment.

**VIII. EVALUATOR'S COMMENTS**

**IX. COUNSELOR'S COMMENTS**

X. This evaluation is based on \_\_\_ classroom visits, \_\_\_ principal/teacher conferences and personal knowledge collected by the evaluator. Of these visits, \_\_\_ classroom observation forms are on file in the principal's office.

XI. I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature & Title of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Ardmore City Schools  
Plan for Improvement**

Name of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Campus: \_\_\_\_\_ Assignment: \_\_\_\_\_

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1. **Objectives for Improvement**

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**How to be Accomplished**

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Target Date	Definite Improvement	Some Improvement	Very Little Improvement	No Improvement	Date of Assessment
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2. **Objectives for Improvement**

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**How to be Accomplished**

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Target Date	Definite Improvement	Some Improvement	Very Little Improvement	No Improvement	Date of Assessment
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3. **Objectives for Improvement**

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**How to be Accomplished**

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Target Date	Definite Improvement	Some Improvement	Very Little Improvement	No Improvement	Date of Assessment
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4. **Objectives for Improvement**

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**How to be Accomplished**

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Target Date	Definite Improvement	Some Improvement	Very Little Improvement	No Improvement	Date of Assessment
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Describe specific ways the district will support the plan for improvement for this individual:

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\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Signature of Staff Member Being Evaluated

\_\_\_\_\_  
Signature of Administrator, if evaluator is not immediate supervisor

**Appendix C-3**

**Ardmore City Schools  
Flex Benefit Allowance**

***Health Choice High Option Rates Effective 1/1/11 & 1/1/12***

	<b>Premium</b>	<b>FBA</b>	<b>Net Cost</b>
Individual	449.48	449.48	0
Individual + Spouse	1,132.22	449.48	682.74
Individual + Spouse + 1 Child	1,360.42	449.48	910.94
Individual + Spouse + 2 or More Children	1,484.30	449.48	1,034.82

The above premium amounts do not include dental or vision insurance.

Teachers not choosing to take health insurance will receive a monthly “in lieu of” \$69.71. This amount may be used for other benefits available in the District Cafeteria Plan or may be taken as cash, subject to withholdings.

**Ardmore City Schools**  
**Second Contract Schedule for 2011-2012**

<b>High School Coaches</b>	<b>Range</b>
Head Football	\$8,000 - \$12,000
Assistant Head Football	3,500 – 4,750
Defensive Coordinator – Football	3,000 – 4,500
Special Teams Coordinator – Football	3,000 – 4,500
Varsity Football – Assistant	3,000 – 4,500
Designated Trainer – Football Assistant	3,000 – 4,500
JV Varsity Head Football	2,500 – 3,750
Head 9 <sup>th</sup> Grade Football	2,500 – 3,750
Assistant 9 <sup>th</sup> Grade Football	1,500 – 2,250
Head Basketball	4,500 – 6,750
Assistant Basketball (Boys & Girls)	2,000 – 3,000
Head 9 <sup>th</sup> Grade Basketball (Boys & Girls)	1,700 – 2,550
Head Wrestling	4,000 – 6,000
Assistant Wrestling	1,500 – 2,250
Head Track	2,500 – 3,750
Assistant Track	1,500 – 2,250
Head 9 <sup>th</sup> Grade Track (Boys & Girls)	1,500 – 2,250
Head Baseball	3,200 – 4,800
Assistant Baseball	2,000 – 3,000
Head 9 <sup>th</sup> Grade Baseball	1,500 – 2,250
Assistant 9 <sup>th</sup> Grade Baseball	1,000 – 1,500
Head Boys Golf	2,000 – 3,000
Head Girls Golf	2,000 – 3,000
Head Tennis	2,000 – 3,000
Head Softball	3,200 – 4,800
Assistant Softball	2,000 – 3,000
Head Cross Country (Boys & Girls)	1,750 – 2,500
Assistant Cross Country (Boys & Girls)	750 – 1,000
Summer Head Baseball	700 – 1,050
Summer Softball	650
Summer Boys Basketball	1,300 – 2,050
Summer Boys Assistant Basketball	400 – 600
Summer Girls Basketball	1,300 – 2,050
Summer Girls Assistant Basketball	400 – 600
Summer Weight Program	2,500 – 3,750
Gym/Football Equipment Manager	1,000 – 1,500
Stadium Supervisor/Manager	2,000 – 3,000

<b>Middle School Coaches</b>	<b>Range</b>
Coordinator	1,000 – 1,500
Head Football – 8 <sup>th</sup> Grade	1,700 – 2,550
Head Football – 7 <sup>th</sup> Grade	1,700 – 2,550
Assistant Football – 8 <sup>th</sup> Grade	1,400 – 2,100
Assistant Football – 7 <sup>th</sup> Grade	1,400 – 2,100
Head Wrestling	1,500 – 2,250
Assistant Wrestling	1,000 – 1,500
Head Track – 8 <sup>th</sup> Grade Boys	1,100 – 1,650
Head Track – 8 <sup>th</sup> Grade Girls	1,100 – 1,650
Head Track – 7 <sup>th</sup> Grade Boys	1,100 – 1,650
Head Track – 7 <sup>th</sup> Grade Girls	1,100 – 1,650

**Second Contract Schedule for 2009-2010 Continued**

<b>Middle School Coaches - Continued</b>	<b>Range</b>
Assistant Track – 7 <sup>th</sup> & 8 <sup>th</sup> Grade Boys	1,000 – 1,500
Assistant Track – 7 <sup>th</sup> & 8 <sup>th</sup> Grade Girls	1,000 – 1,500
Head Basketball – 8 <sup>th</sup> Grade Boys	1,200 – 1,800
Head Basketball – 8 <sup>th</sup> Grade Girls	1,200 – 1,800
Head Basketball – 7 <sup>th</sup> Grade Boys	1,200 – 1,800
Head Basketball – 7 <sup>th</sup> Grade Girls	1,200 – 1,800
Assistant Basketball – 7 <sup>th</sup> & 8 <sup>th</sup> Grade Boys	1,000 – 1,500
Assistant Basketball – 7 <sup>th</sup> & 8 <sup>th</sup> Grade Girls	1,000 – 1,500
Head Baseball	1,200 – 1,800
Assistant Baseball	1,000 – 1,500
Head Tennis (Boys & Girls)	1,200 – 1,800
Assistant Tennis (Boys & Girls)	1,000 – 1,500
Head Golf (Boys)	1,200 – 1,800
Head Golf (Girls)	1,200 – 1,800
Head Softball	1,200 – 1,800
Assistant Softball	1,000 – 1,500
Head Cross County	400 - 600

<b>Sponsors &amp; Directors</b>	<b>Range</b>
Head Band Director – AHS	8,000 – 12,000
Assistant Band Director – AHS	2,500 – 3,750
Band Director – AMS	2,500 – 3,750
Strings Instructor – AHS	2,500 – 3,750
Vocal Music Director – AHS	2,500 – 3,750
Vocal Music Director – AMS	1,500 – 2,250
Senior Class Sponsor – AHS (2)	650 – 900
Junior Class Sponsor – AHS (2)	650 – 900
Sophomore Class Sponsor – AHS (2)	400 – 550
Freshman Class Sponsor – AHS (2)	400 – 550
Club Sponsors – AHS	500 – 700
Student Council Sponsor – AHS	1,200 – 1,700
Student Council Sponsor – AMS	900 – 1,300
Cheerleader Sponsor – AHS	2,250 – 3,350
Pom Squad Sponsor – AHS	2,250 – 3,350
Drill Team Sponsor – AMS	1,800 – 2,700
Pep Club/Cheerleader Sponsor – AMS	1,500 – 2,250
Speech/Drama – AHS	2,000 – 3,000
Speech/Drama – AMS	1,200 – 1,800
Yearbook – AHS	1,000 – 1,500
Newspaper – AHS	500 – 750
Yearbook – AMS	600 – 900
Newspaper – AMS	600 – 850
State & National Honor Society – AHS	500 – 700
State & National Honor Society – AMS	400 – 600
Academic Bowl – AHS	1,200 – 1,800
Assistant Academic Bowl Coach – AHS	600 – 900
Environmental Camp Director – 6 <sup>th</sup> Grade	500 – 750
Special Olympics Coordinator – District	500 – 750
Peer Mediation Coordinator – AHS	500 – 750
Academic Clubs (1 at each Grade 1-5 site, Up to 3 at AMS)	400 – 600
Elementary Music Teachers	400 – 600

**Second Contract Schedule for 2009-2010 Continued**

<b>AHS Department Chairs</b>	<b>Range</b>
Fine Arts	800 – 1,200
Foreign Language	800 – 1,200
Business	800 – 1,200
Math	800 – 1,200
Science	800 – 1,200
English	800 – 1,200
Social Studies	800 – 1,200
Speech/Drama	800 – 1,200

<b>Additional Positions</b>	<b>Range</b>
Athletic Director	9,500
Administrative Assistant	2,500/Period
Mentor Teachers	500
Jazz Band Director – AHS	650
Strings Instructor – AMS	1,400
Musical – AHS	1,500
Drama Club, Forensic Competition, Play Production	1,050
Saturday School – AMS	2,000
Special Education Coordinator <i>(If no additional planning time)</i>	1,000
Show Choir – AHS	
District Fine Arts Coordinator	1,500
	1,500

All figures listed above will be subject to appropriate payroll deductions.

Under some circumstances, some stipends may be split between two or more persons.

The Board and Administration reserve the following privileges:

- *Of determining the specific amount that will be paid in any given year for each of the positions listed above as long as it falls within the range of the limits listed. Experience of the individual, skill and success shown in prior years, and the availability of funds may be used as factors to make those determinations.*
- *Of changing the responsibilities associated with each assignment, thus possibly creating a need for adjusting the ranges. When such changes are being recommended, the assignment and ranges are subject to re-negotiation at the next scheduled negotiations session.*
- *Of adding new assignments when the need exists and setting the ranges at the time of hiring. The ranges will then be subject to re-negotiation at the next scheduled negotiations session*
- *Individuals may receive more than one extra duty contract depending on individual assignments.*

**Ardmore City Schools**  
PO Box 1709  
Ardmore, OK 73402  
(580) 226-7650

**Request for  
Absence/Leave/Vacation**

Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Number of Days: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_ (inclusive)

Sick Leave

Legal (Jury/Civil)

Personal Leave

Military

Professional Leave

Vacation (12 month employees)

Unpaid Absence

Bereavement \_\_\_\_\_  Other \_\_\_\_\_

*Relation*

**The following leave requires additional paper work**

- Sick Leave Bank (Requires doctor's statement)
- FMLA (Requires doctor's statement and FMLA Form)
- Sick Leave Sharing (Requires doctor's statement and ACS Form)

**Professional Leave:**

Name of Meeting \_\_\_\_\_ Location \_\_\_\_\_

Substitute Needed:  Yes  No Who will pay substitute? \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

*Retain copy for your records*

**Official Use Only**

Approved  Disapproved

\_\_\_\_\_  
Immediate Supervisor/Building Administrator

Date: \_\_\_\_\_

Approved  Disapproved

\_\_\_\_\_  
Assistant Superintendent

Date: \_\_\_\_\_

*Original to be kept on file in the Personnel Office*

**Ardmore City Schools**  
**Sick Leave Bank/Sick Leave Sharing Form**

Name: \_\_\_\_\_ Campus: \_\_\_\_\_

*See Section VI, Article VI Sick Leave Bank and Article VII Shared Sick Leave for the criteria for donating and requesting use of these two leaves.*

**Please check one of the following and complete the number of days:**

- |  |                      |
|--|----------------------|
| <input type="checkbox"/> I wish to <u>donate</u> leave to the Sick Leave Bank. | One (1) Day Only     |
| <input type="checkbox"/> I wish to <u>use</u> leave from the Sick Leave Bank.  | Number of Days _____ |
| <input type="checkbox"/> I wish to <u>donate</u> for Shared Sick Leave.        | Number of Days _____ |
| <input type="checkbox"/> I wish to <u>use</u> Shared Sick Leave.               | Number of Days _____ |

If you wish to donate sick leave for sick leave sharing, for whom are you donating?

\_\_\_\_\_

If you are requesting leave from the sick leave bank or from sick leave sharing, please write a short summary of the reason(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

*Return Original to the Personnel Office*

**Grievance Form**

*Within twenty (20) days from the time you become aware of the condition for the grievance*

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Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

\_\_\_ Level I (Principal)    \_\_\_ Level II (Superintendent)    \_\_\_ Level III (Board)

A. Date aware of alleged grievance: \_\_\_\_\_

B. Contract Article(s), Board Policy, or Administrative Procedure(s) alleged to have been violated, misinterpreted or misapplied.

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C. Statement of grievance:

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D. Relieve sought:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Appropriate administrator will arrange a meeting within 5 days  
and provide a written response to the grievance within 5 days of the meeting.*

